

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

**PATENT GROUP, L.L.C.,**

**Plaintiff,**

**v.**

**Case No. 2:10-cv-00549**

**NMTC, INC., d/b/a MATCO TOOLS,  
AND DANAHER CORPORATION,**

**Defendants.**

**AGREED FINAL JUDGMENT**

Before the Court is Plaintiff and Defendants' Motion for Entry of Agreed Final Judgment. Having considered the matter, the Court enters Final Judgment in this case, disposing with prejudice of all claims that have been or could have been asserted by any party as follows:

1. The Court hereby HOLDS and ORDERS that any and all claims by Plaintiff Patent Group, LLC, on behalf of itself and of the United States and the general public, regarding alleged violations of 35 U.S.C. § 292 by Danaher Corporation, NMTC, Inc., doing business as Matco Tools, and/or their affiliates based on marking of any past or existing product with an expired patent or marking of any past or existing product with a patent number preceded by language indicating that the product may be covered by one or more of the listed patents or language of similar meaning, are fully resolved and hereby dismissed with prejudice.
2. The Court hereby HOLDS and ORDERS that any future litigation alleging violations of 35 U.S.C. § 292 or any other statute related to false marking or false advertising with regard to any past or existing product covered by this Final Judgment that has been

manufactured or sold by Danaher Corporation, NMTC, Inc., doing business as Matco Tools, and/or their affiliates prior to the date of this Judgment is barred.

3. The Court hereby HOLDS and ORDERS that Danaher Corporation, NMTC, Inc., doing business as Matco Tools, and/or their affiliates and those acting in concert therewith and/or selling products manufactured or distributed by Danaher Corporation, NMTC, Inc., doing business as Matco Tools, and/or their affiliates may sell inventory with packaging that has been manufactured on or before the date of this order without further liability.
4. The Court hereby HOLDS and ORDERS that Plaintiff has the standing to act on behalf of the United States and the general public pursuant to 35 U.S.C. § 292.
5. The Court hereby HOLDS and ORDERS that Plaintiff has a valid statutory assignment of the rights of the United States to pursue the claims in this suit.
6. The Court hereby incorporates by reference the parties' stipulation that the Court shall retain jurisdiction to resolve any disputes regarding the terms of the Confidential Settlement Agreement between them, any action to enforce this agreement, or any action alleging breach of this agreement. The Court hereby HOLDS and ORDERS that it expressly retains jurisdiction to resolve any disputes regarding the terms of the Confidential Settlement Agreement, any action to enforce the agreement, or any action alleging breach of the agreement.
7. The Court hereby HOLDS and ORDERS that each party shall bear its own costs and attorneys' fees associated with this action.

SO ORDERED.

**SIGNED this 13th day of April, 2011.**



DAVID FOLSOM